

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

GUARDIAN WARRANTY
CORPORATION,

Plaintiff

v.

DAVID BAFUMO,

Defendant.

CIVIL ACTION NO. 10-CV-878

(JUDGE CAPUTO)

MEMORANDUM ORDER

Presently before the Court is Plaintiff Guardian Warranty Corporation's Motion for a Temporary Restraining Order ("TRO"). (Doc. 4.) When considering a request for immediate injunctive relief, a court must carefully weigh four factors: (1) that there is a reasonable likelihood of success on the merits; (2) that irreparable harm will result if the court denies relief; (3) that even greater harm will not befall the non-moving party if the court should grant relief; and (4) that granting preliminary relief will be in the public interest. *Forum For Academic and Institutional Rights v. Rumsfeld*, 390 F.3d 219, 228 (3d Cir. 2004); *Lozano v. City of Hazleton*, 459 F.Supp. 2d 332, 335 (M.D. Pa. 2006) (applying same factors for TRO as for preliminary injunction). After considering the evidence presented, I find that Plaintiff has sufficiently demonstrated each of these elements. The Court also agrees that a TRO is appropriate at this time, even without a response from the Defendant, because of the potential for irreparable harm to occur in the interim period. Therefore, Plaintiff's motion will be granted and this Court will issue a TRO to restrain Defendant until after a hearing may be held. A hearing on a more permanent preliminary injunction and on Plaintiff's motion to expedite discovery (Doc. 8) will be held on Tuesday, May 4, 2010.

NOW, this 27th day of April, 2010, at 4:40 P.M., IT IS HEREBY ORDERED

THAT Plaintiff Guardian Warranty Corporation's Motion for a Temporary Restraining Order

(Doc. 4) is **GRANTED** as follows:

- (1) It is hereby order that Defendant David Bafumo shall not:¹
 - (a) directly or indirectly compete with Guardian in violation of the agreements set forth in Guardian's papers;
 - (b) directly or indirectly solicit or accept competing business from any company which was a customer, agent or prospect of Guardian during his employment;
 - (c) directly or indirectly solicit Guardian employees to leave Guardian or accept employment with any other person or company; and
 - (d) disclose Guardian's proprietary, confidential and trade secret information.
- (2) This Order shall be binding on Defendant and all persons in active concert or participation with him who receive actual notice of this Order by personal service or otherwise.
- (3) Guardian Warranty Corporation shall post a bond in the amount of \$20,000 within five (5) business days of entry of this Order.
- (4) A hearing will be held on **TUESDAY, MAY 4, 2010 AT 10:00 A.M.,** in Courtroom #1, **MAX ROSENN UNITED STATES COURTHOUSE, 197 SOUTH MAIN STREET, WILKES-BARRE, PENNSYLVANIA,** on a preliminary injunction and on Plaintiff's Motion to Expedite Discovery (Doc. 8).



A. Richard Caputo
United States District Judge

¹ A temporary restraining order expires no later than fourteen (14) days after its entry, unless, for good cause shown it "is extended for a like period or unless the adverse party consents to a longer extension." FED. R. CIV. P. 65(b)(2).